

**TEMPORARY CONSTRUCTION LICENSE
And
TEMPORARY ACCESS AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That **Billy & Beverly Cunningham**, collectively referred to as, "**Grantor**", does hereby grant to Collin County, its agents, contractors, successors and assigns, hereinafter referred to as "**County**", a Temporary Access Agreement for the purpose of accessing the below described property, for performing the following work on and about Grantor's property, and for any purposes incidental to such work:

- () Park or place County equipment such as vehicles and machinery.
- () Use area for stockpile for dirt, rock, road base etc...
- () Use area to dig and remove dirt for stockpile.
- () Pile trees and shrubs to be chipped.
- () Pile trees and shrubs to be burned on site.
- () Allow Collin County to dig and take dirt or other material for fill on County Road projects.
- (X) To perform work such as, clear and remove trees and brush and augment drainage as part of a drainage issue and/or culvert replacement 50' each direction and off of the end of the culvert may be necessary (**CR 577**).

The Temporary Access Agreement is to run with, in, over, along, upon, and across the property located in Collin County, Texas, more fully described as: **A0555 LONSON MOORE SURVEY, SHEET 3, TRACT 13, 59.29 ACRES**

Property Address: 1) **11704 CR 577 Blue Ridge, TX. 75424**

Following completion of work within the temporary construction license area described above, if the Work has caused damage to the appearance of the Property, County shall at it's expense restore property to substantially the same appearance as existed previous to County's entry upon the particular property, as soon as and to the extent practicable

This Temporary Access Agreement shall be in full force and effect at all times during the work and construction activities described above. This Temporary Construction License and Temporary Access Agreement shall terminate and the property area shall revert to the Grantor, their heirs, and assigns, and all interest conveyed herein shall cease on the date of completion of the work and construction activities described above.

TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTOR HEREBY INDEMNIFIES AND HOLDS COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, SUITS, ACTIONS, COSTS, AND EXPENSES OF WHATSOEVER NATURE, TO PERSONS OR PROPERTY, RELATED TO OR ARISING OUT OF WORK ON OR USE OF THE AGREEMENT BY COUNTY OR COUNTIES REPRESENTATIVES OR CONTRACTORS.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the 9 day of March, 2023

Authorized Representative Collin County, Texas Dayne Shepherd

Grantor Signature: Billy Cunningham, Beverly Cunningham

Printed Name: Billy E. Cunningham Beverly Cunningham

TEMPORARY CONSTRUCTION LICENSE

And

TEMPORARY ACCESS AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **Kevin Dauster**, collectively referred to as, "**Grantor**", does hereby grant to Collin County, its agents, contractors, successors and assigns, hereinafter referred to as "County", a Temporary Access Agreement for the purpose of accessing the below described property, for performing the following work on and about Grantor's property, and for any purposes incidental to such work:

- () Park or place County equipment such as vehicles and machinery.
- () Use area for stockpile for dirt, rock, road base etc...
- () Use area to dig and remove dirt for stockpile.
- () Pile trees and shrubs to be chipped.
- () Pile trees and shrubs to be burned on site.
- () Allow Collin County to dig and take dirt or other material for fill on County Road projects.
- (X) To perform work such as, clear and remove trees and brush and augment drainage as part of a drainage issue and/or culvert replacement (**CR 577**).

The Temporary Access Agreement is to run with, in, over, along, upon, and across the property located in Collin County, Texas, more fully described as: **A0785 WILLIAM W ROBERTS SURVEY, TRACT 63, 15.066 ACRES; SNI: CBH005096TX, HUD1: HWC0254074**

Property Address: 1) **11615 CR 577 Blue Ridge, TX. 75424**

Following completion of work within the temporary construction license area described above, if the Work has caused damage to the appearance of the Property, County shall at it's expense restore property to substantially the same appearance as existed previous to County's entry upon the particular property, as soon as and to the extent practicable

This Temporary Access Agreement shall be in full force and effect at all times during the work and construction activities described above. This Temporary Construction License and Temporary Access Agreement shall terminate and the property area shall revert to the Grantor, their heirs, and assigns, and all interest conveyed herein shall cease on the date of completion of the work and construction activities described above.

TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTOR HEREBY INDEMNIFIES AND HOLDS COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, SUITS, ACTIONS, COSTS, AND EXPENSES OF WHATSOEVER NATURE, TO PERSONS OR PROPERTY, RELATED TO OR ARISING OUT OF WORK ON OR USE OF THE AGREEMENT BY COUNTY OR COUNTIES REPRESENTATIVES OR CONTRACTORS.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the 17 day of March, 2023

Authorized Representative Collin County, Texas Dayne Shepherd

Grantor Signature: Kevin Dauster

Printed Name: Kevin Dauster